

ASSIGNMENT

PARTIES TO THE ASSIGNMENT:**Inventor:**

Bruno Ameduri
20 Rue Louis Roumieux
34090 Montpellier, France

George K. Kostov
App 103, Res Le Mas Vaneau
189 Rue Edmond Lautard
34080 Montpellier, France

EV 8328353

Assignee:

Great Lakes Chemical Corporation
Corporation of the State of Delaware
One Great Lakes Boulevard
West Lafayette, IN 47906

BACKGROUND OF THIS ASSIGNMENT:

Inventors have conceived certain new and useful inventions disclosed in PCT Patent Application, No. PCT/US05/03137, filed January 28, 2005 titled "Production Processes and Systems, Compositions, Surfactants, Monomer Units, Metal Complexes, Phosphate Esters, Glycols, Aqueous Film Forming Foams, and Foam Stabilizers".

GREAT LAKES CHEMICAL CORPORATION (hereinafter referred to as "ASSIGNEE") desires to acquire the entire right, title and interest in said inventions and with respect to any Letters Patent that may be granted with respect to the inventions in both the United States and in all foreign countries.

THE PARTIES AGREE AS FOLLOWS:

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, INVENTORS have sold, assigned and transferred to ASSIGNEE the full and exclusive right to said inventions in the United States and in all foreign countries.

INVENTORS do hereby sell, assign and transfer to ASSIGNEE the entire right, title and interest in the above-identified inventions and application and to any reissues, renewals, divisions or continuations of the application thereof, and hereby authorizes the Commissioner of Patents and Trademarks to issue such Letters Patent to ASSIGNEE for the sole use of ASSIGNEE, its successors or assigns.

INVENTORS further agree to execute, at the request and expense of ASSIGNEE such other formal documents as may be required to fully convey the interest transferred herein and will similarly execute any applications papers required for the filing of any division, continuation or reissue of the patent application or resulting Letters Patent; and will generally do everything necessary or desirable to obtain and enforce proper protection for the inventions assigned hereby.

INVENTORS further assign to ASSIGNEE the whole right, title and interest in the inventions disclosed in the application throughout all countries foreign to the United States. ASSIGNEE is hereby authorized to apply for patents relating to the inventions in its own name in countries where such procedure is proper; to claim the benefit of the International Convention; to file and prosecute International Applications relating to the

inventions under the Patent Cooperation Treaty; and to file and prosecute applications relating to the inventions under the European Patent Convention. INVENTORS agree to execute applications relating to the inventions in those countries where it is necessary that the same be executed by the inventor, and to execute assignments of such applications and the resulting Letters Patent to ASSIGNEE as well as all other necessary papers in relation to such applications and the resulting Letters Patent to ASSIGNEE as well as all other necessary papers in relation to such applications and Letters Patent.

Signed at Montpellier FRANCE, on February 6th, 2006
[city] [state]

Bruno Ameduri
Bruno Ameduri

State of FRANCE)
) ss.
County of HERAULT-MONTPELLIER

On February 7th, 2006, before me, a Notary Public, personally appeared Bruno Ameduri who is known to me to be the person described in the foregoing assignment, who executed it and acknowledged such execution to be voluntary and for the purposes set forth therein.

Je soussigné Maître VIDAL Notaire associé
à Montpellier, certifie la signature de
M. Ameduri apposée à ci dessus
Montpellier, le 7 février 2006

Maître Anne VIDAL
Notary for the State of FRANCE
residing at Montpellier
(City)

Commission Expires: _____



Signed at Montpellier France, on February 6th, 2006
[city] [state]

George K. Kostov

George K. Kostov

State of FRANCE)
) ss.
County of HERAULT - Montpellier

On February 7th 2006, before me, a Notary Public, personally appeared George K. Kostov who is known to me to be the person described in the foregoing assignment, who executed it and acknowledged such execution to be voluntary and for the purposes set forth therein.

Maitre Anne VIDAL
Notary for the State of FRANCE
residing at Montpellier
[City]

Commission Expires: _____

SEAL

J'ai soussigné Maître VIDAL Notaire associé
à Montpellier, certifie la signature de
M. KOSTOV apposée à ci dessus
Montpellier, le: 7 février 2006



Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"GLK SERVICES, INC.", A DELAWARE CORPORATION,

"PABU SERVICES, INC.", A DELAWARE CORPORATION,

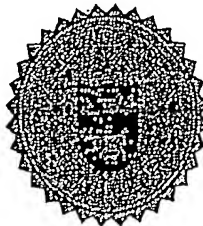
"PCBU SERVICES, INC.", A DELAWARE CORPORATION,

WITH AND INTO "GREAT LAKES CHEMICAL CORPORATION" UNDER THE NAME OF "GREAT LAKES CHEMICAL CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF NOVEMBER, A.D. 2005, AT 12:43 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

0741228 8100M

050929426



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 4297034

DATE: 11-15-05

CERTIFICATE OF OWNERSHIP AND MERGER

OF

GLK SERVICES, INC.
(a Delaware corporation)

PABU SERVICES, INC.
(a Delaware Corporation)

PCBU SERVICES, INC.
(a Delaware Corporation)

INTO

GREAT LAKES CHEMICAL CORPORATION
(a Delaware corporation)

It is hereby certified that:

1. GREAT LAKES CHEMICAL CORPORATION, hereinafter sometimes referred to as the "Corporation", is a business corporation of the State of Delaware.

2. The Corporation is the owner of all of the outstanding shares of the stock of GLK SERVICES, INC., PABU SERVICES, INC. and PCBU SERVICES, INC., which are also business corporations of the State of Delaware.

3. On November 1, 2005, the Board of Directors of the Corporation adopted the following resolutions to merge GLK SERVICES, INC., PABU SERVICES, INC. and PCBU SERVICES, INC. into the Corporation:

RESOLVED that GLK SERVICES, INC., PABU SERVICES, INC. and PCBU SERVICES, INC., be merged into this Corporation, and that all of the estate, property, rights, privileges, powers and franchises of GLK SERVICES, INC., PABU SERVICES, INC. and PCBU SERVICES, INC., be vested in and held and enjoyed by this Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by GLK SERVICES, INC., PABU SERVICES, INC. and PCBU SERVICES, INC., in their names.

RESOLVED that this Corporation shall assume all of the obligations of GILK SERVICES, INC., PABU SERVICES, INC. and PCBU SERVICES, INC.

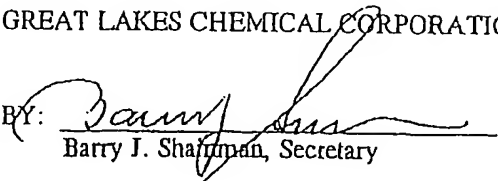
RESOLVED that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the State of Delaware and within any other appropriate jurisdiction.

RESOLVED that the effective time of the Certificate of Ownership and Merger setting forth a copy of these resolutions, and the time when the merger therein provided for, shall become effective shall be November 15, 2005.

Executed on November 1, 2005

GREAT LAKES CHEMICAL CORPORATION

BY:


Barry J. Shafriman, Secretary

PCT

GENERAL POWER OF ATTORNEY

(for several international applications filed under the Patent Cooperation Treaty)

(PCT Rule 90.5)

The undersigned person(s) :

(Family name followed by given name, for a legal entity, full official designation. The address must include postal code and name of country.)

Great Lakes Chemical Corporation
One Great Lakes Boulevard
West Lafayette, IN 47906
US

hereby appoint(s) the following person as:

☒ agent

☐ common representative

Name and address

(Family name followed by given name, for a legal entity, full official designation. The address must include postal code and name of country.)

Mark S. Matkin, Reg. No. 32,268; Deepak Malhotra, Reg. No. 33,560; Mark W. Hendricksen, Reg. No. 32,356; David G. Latwesen, Reg. No. 38,533; George G. Grigel, Reg. No. 31,166; Keith D. Grzelak, Reg. No. 37,144; James D. Shaurette, Reg. No. 39,833; D. Brent Kenady, Reg. No. 40,045; James E. Lake, Reg. No. 44,854; Jennifer J. Taylor, Reg. No. 48,711; and Robert C. Hyla, Reg. No. 46,791, Wells, St. John, P.S. 601 West First Avenue, Suite 1300, Spokane, WA 99201-3828

Michael Dilworth, Reg. No. 37,311, and Daniel Reitenbach, Reg. No. 30,970, Chemtura Corporation, Benson Road, Middlebury, CT 06749

to represent the undersigned before

☒ all the competent International Authorities

☐ the International Searching Authority only

☐ the International Preliminary Examining Authority only


in connection with any and all international applications filed by the undersigned with the following Office

US

as receiving Office

and to make or receive payments on behalf of the undersigned.

Signature(s) (where there are several persons, each of them must sign; next to each signature, indicate the name of the person signing and the capacity in which the person signs, if such capacity is not obvious from reading this power);



Michael P. Dilworth
Assistant Secretary of Great Lakes Chemical Corporation

Date:

04 January 2006

PCT

GENERAL POWER OF ATTORNEY

(for several international applications filed under the Patent Cooperation Treaty)

(PCT Rule 90.5)

The undersigned person(s) :

(Family name followed by given name; for a legal entity, full official designation. The address must include postal code and name of country.)

PCBU Services, Inc.
300 Delaware Ave., Suite 1269
Wilmington, DE 19801

hereby appoint(s) the following person as:



agent



common representative

Name and address

(Family name followed by given name; for a legal entity, full official designation. The address must include postal code and name of country.)

Mark S. Matkin, Reg. No. 32,268; Deepak Malhotra, Reg. No. 33,560; Mark W. Hendricksen, Reg. No. 32,356; David G. Latwesen, Reg. No. 38,533; George G. Grigel, Reg. No. 31,166; Keith D. Grzelak, Reg. No. 37,144; James D. Shaurette, Reg. No. 39,833; D. Brent Kenady, Reg. No. 40,045; James E. Lake, Reg. No. 44,854; Jennifer J. Taylor, Reg. No. 48,711; Robert C. Hyta, Reg. No. 46,791; and Satheesh K. Karra, Reg. No. 40,246
Wells, St. John, P.S.
601 West First Avenue, Suite 1300
Spokane, WA 99201-3828

to represent the undersigned before



all the competent International Authorities



the International Searching Authority only



the International Preliminary Examining Authority only

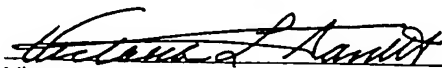
in connection with any and all international applications filed by the undersigned with the following Office

US

and to make or receive payments on behalf of the undersigned.

as receiving Office

Signature(s) (where there are several persons, each of them must sign; next to each signature, indicate the name of the person signing and the capacity in which the person signs, if such capacity is not obvious from reading this power):



Victoria Garrett
Secretary/Treasurer

Date:

7/16/2004

ASSIGNMENT

PARTIES TO THE ASSIGNMENT:

INVENTORS:

Janet Boggs

Victoria Hedrick

Stephan M. Brandstadter

Andrew Jackson

John Chien

Gregory Leman

Vimal Sharma

E. Bradley Edwards

ASSIGNEE:

PCBU Services, Inc.
300 Delaware Ave., Suite 1269
Wilmington, DE 18901

EV832835326

BACKGROUND OF THIS ASSIGNMENT:

Inventors have conceived certain new and useful inventions disclosed in PCT patent application PCT/US05/03137, January 28, 2005, titled "Production Processes and Systems, Compositions, Surfactants, Monomer units, Metal Complexes, Phosphate Esters, Glycols, Aqueous Film Forming Foams, and Foam Stabilizers".

THE PARTIES AGREE AS FOLLOWS:

In consideration of good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, INVENTORS have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer to ASSIGNEE the entire right, title and interest in the above-identified inventions and application and to any reissues, renewals, divisions or

continuations of the application thereof, and hereby authorizes the Commissioner of Patents and Trademarks to issue such Letters Patent to ASSIGNEE for the sole use of ASSIGNEE, its successors or assigns.

INVENTORS further agree to execute, at the request and expense of ASSIGNEE such other formal documents as may be required to fully convey the interest transferred herein and will similarly execute any application papers required for the filing of any division, continuation, renewal or reissue of the patent application or resulting Letters Patent; and will generally do everything necessary or desirable to obtain and enforce proper protection for the inventions assigned hereby.

INVENTORS further assign to ASSIGNEE the whole right, title and interest in the inventions disclosed in the application throughout all countries foreign to the United States. ASSIGNEE is hereby authorized to apply for patents relating to the inventions in its own name in countries where such procedure is proper; to claim the benefit of the International Convention; to file and prosecute International Applications relating to the inventions under the Patent Cooperation Treaty; and to file and prosecute applications relating to the inventions under the European Patent Convention. INVENTORS agree to execute applications relating to the inventions in those countries and under those conventions where it is necessary that the same be executed by the inventor, and to execute assignments of such applications and the resulting Letters Patent to ASSIGNEE as well as all other necessary papers in relation to such applications and the resulting Letters Patent to ASSIGNEE as well as all other necessary papers in

relation to such applications and Letters Patent. INVENTORS hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country as proof of the right of ASSIGNEE to apply for patent and other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

To be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

Dated: May 3, 2005

Signature: Janet Boggs
Janet Boggs

State of Indiana)
County of Deppance) ss.


BEFORE ME, this 3rd day of May, 2005, personally appeared the above-named inventor, known to me to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same of his/her own free will for the purpose therein expressed.

SEAL

Chris A. [Signature]
Notary or Consular Officer

My Commission Expires: March 20 2007

Dated: 5-9-05

Signature: 
Stephan M. Brandstadter

State of Indiana)
County of Tippecanoe) ss.
)

BEFORE ME, this 9th day of May, 2005, personally appeared the above-named inventor, known to me to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same of his/her own free will for the purpose therein expressed.

SEAL


Notary or Consular Officer
My Commission Expires: 5-9-05

Dated: 5/3/05

Signature: John Chien
John Chien

State of Indiana)
County of Appelance) ss.


BEFORE ME, this 3rd day of May, 2005, personally appeared the above-named inventor, known to me to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same of his/her own free will for the purpose therein expressed.

SEAL

Chris D. [Signature]
Notary or Consular Officer

My Commission Expires: March 20, 2007

Dated: 5-09-05

Signature: 
Vimal Sharma

State of Indiana)
County of Tippecanoe) ss.

BEFORE ME, this 9th day of May, 2005, personally appeared the above-named inventor, known to me to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same of his/her own free will for the purpose therein expressed.

SEAL


Notary or Consular Officer
My Commission Expires: 5-9-05

Dated: 5-3-05

Signature: E Bradley Edwards
E. Bradley Edwards

State of Indiana)
County of Tippecanoe) ss.

BEFORE ME, this 3rd day of May, 2005, personally appeared the above-named inventor, known to me to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same of his/her own free will for the purpose therein expressed.

SEAL

Chris D. App

Notary or Consular Officer

My Commission Expires: March 28, 2007

Dated: 5/3/05

Signature: Victoria Hedrick
Victoria Hedrick

State of Indiana)
County of Tippicanoe) ss.

BEFORE ME, this 3rd day of May, 2005, personally appeared the above-named inventor, known to me to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same of his/her own free will for the purpose therein expressed.

SEAL

Chris D. Japp
Notary or Consular Officer

My Commission Expires: March 20, 2006

Dated: 5/3/05

Signature: Andrew Jackson
Andrew Jackson

State of Indiana)

County of Tippecanoe) ss.

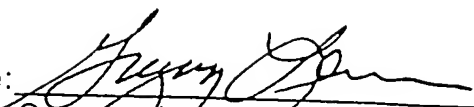
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SEAL

Chris D. Apples
Notary or Consular Officer

My Commission Expires: March 20, 2005

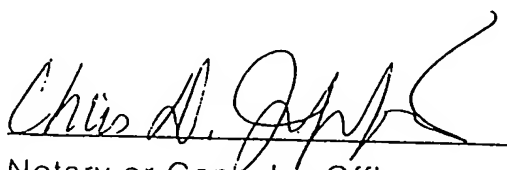
Dated: 5/3/05

Signature: 
Gregory Leman

State of Indiana)
County of Appelance) ss.

BEFORE ME, this 3rd day of May, 2005, personally appeared the above-named inventor, known to me to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he/she executed the same of his/her own free will for the purpose therein expressed.

SEAL


Notary or Consular Officer

My Commission Expires: March 20, 2007